

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE SONUS NETWORKS)	CA 02-11315
SECURITIES LITIGATION)	Boston, MA
)	March 9, 2005
)	

BEFORE THE HONORABLE MARK L. WOLF
UNITED STATES DISTRICT JUDGE
MOTION HEARING

APPEARANCES:

(As previously noted.)

JUDITH A. TWOMEY, RPR
Official Court Reporter
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Courtroom 10~Room 5200
Boston, MA 02210
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1 THE COURT: Right. And is it the usual practice
2 of your firm to have these affidavits certifying that the
3 schedule that's said to be attached is accurate when the
4 schedule is not attached?

5 MR. WEISS: I can't say that that is our usual
6 practice. No, I don't know that that is --

7 THE COURT: Do you know that it's not your usual
8 practice?

9 MR. WEISS: Well, I know at least in this
10 instance Ms. Laratro recalls discussing with Mr. Roberts
11 which trades were going to be included on the schedule
12 which she prepared from the document that he provided to
13 her. In many instances, the form itself provides a place
14 to be filled in, and I presume in many instances that's
15 adequate space to provide the information, so there
16 simply is no schedule that is necessary.

17 THE COURT: I'm concerned about this, in part,
18 because the inaccuracy of the document that was filed
19 masked an issue relating to whether Mr. Roberts was an
20 adequate class representative because of undisclosed
21 sales that he made after the end of the class period.
22 And any filing that's made in the court has to be made by
23 an attorney. And you're representing that there's a
24 proper basis under Rule 11, among other things, and I
25 don't take filings from paralegals. So it's a matter of

1 concern to me that you can't tell me if any attorney, you
2 know, reviewed the work to determine whether the filing
3 was reliable.

4 MR. WEISS: It is certainly my belief that this
5 was part of -- Nancy may recall better than I -- that
6 this was part of a larger document that was filed with
7 the court as part of the lead plaintiff papers. I'm not
8 certain about that, but that would be my understanding of
9 things and, as such, those papers would have been filed
10 under the supervision or by an attorney.

11 THE COURT: Which attorney?

12 MR. WEISS: Well, at the time, Sam Rudman was
13 the partner overseeing this activity, so it would be my
14 belief that he was, although I don't know that for
15 certain.

16 MR. RUDMAN: If your Honor please, Sam Rudman
17 is not related to this Rudman.

18 MR. WEISS: Yes.

19 THE COURT: Because the misleading statement has
20 consequences for this case. If somebody makes purchases
21 outside of the class period, he might be subject to
22 unique defenses that could disqualify him or her as an
23 adequate lead plaintiff or an adequate class
24 representative, depending on the totality of the
25 circumstances.

1 MR. WEISS: Your Honor, if I might again just
2 point out that there was never any attempt to conceal
3 anything, and we in discovery freely, without objection
4 or motion practice, fully provided information regarding
5 all of Mr. Roberts' trades. And at deposition, he was
6 more than happy to answer questions about any of his
7 transactions, both during and after the class period. It
8 was in fact based on that very discovery that the
9 defendants made the argument that they made. Again, the
10 PSLRA required only him to disclose class period
11 transactions.

12 THE COURT: Well, you've got a form that he
13 signed under oath that says something different, and your
14 firm prepared the form, didn't it?

15 MR. WEISS: I agree that the wording is not
16 precise or does not matched with the --

17 THE COURT: The wording is very precise. I
18 mean, it says, since December 11, 2000, which I assume is
19 the date that was put in uniquely for this case.

20 MR. WEISS: It's the first day of the class
21 period.

22 THE COURT: Right. I have made the following
23 transactions in Sonus Networks.

24 Now, how is that imprecise?

25 MR. WEISS: Clearly, that could have been

1 drafted better to match what the requirements were.

2 THE COURT: It could have been -- it may go
3 beyond what the PSLRA requires, but it's not imprecise.

4 MR. WEISS: Okay.

5 THE COURT: I don't think.

6 MR. WEISS: But, again, if there was an attempt
7 to avoid disclosing those transactions, the person who
8 drafted it would have been more careful and just matched
9 the language of the PSLRA.

10 THE COURT: And, in fact, I don't have the sense
11 that any attorney deliberately tried to hide those
12 transactions. But I guess I'd say at this point two
13 things. One, this explanation essentially confirms the
14 decision I reached on February 14 that Mr. Roberts was
15 not an appropriate class representative. I don't think
16 anybody should be signing something under oath that's not
17 complete. I don't think anybody should be certifying the
18 attached schedule as all the transactions I made in
19 someone's stock if the schedule is not there. And it
20 really raises questions in my mind about the way your
21 firm handles these matters and whether it's in a
22 professionally appropriate manner, because it's your firm
23 that put Mr. Roberts in this position. I mean, I can see
24 having to mail the faxed documents back and forth, you
25 know, so the lawyer or paralegal can get the information.

1 that's necessary to prepare an affidavit that somebody is
2 going to sign under oath. But this suggests to me, if
3 it's a routine practice, a routine practice that's very
4 casual about matters that have been signed under oath.

5 MR. WEISS: I certainly wish to assure the
6 court that we take very seriously that matters are signed
7 under oath, and documents that are filed with the court,
8 certainly, everyone at the firm takes that very
9 seriously, and there are attorneys who do supervise the
10 work of the paralegals or the people in shareholder
11 services department who are preparing these documents and
12 communicating with the client.

13 I'm also aware that the form currently used, I
14 believe, more accurately reflects the language of the
15 PSLRA.

16 THE COURT: Currently since when?

17 MR. WEISS: That I don't know. I believe this
18 is, obviously, as any firm with its procedures, it is
19 common, revisiting and addressing them.

20 THE COURT: I mean, I think that's part of the
21 reason for this. This discussion has some relevance to
22 decisions I need to make regarding lead counsel and your
23 firm's continued role in the case. But I think it's also
24 important that if there's instructive value to this
25 experience that it be derived. Because I don't want in

1 this or any other case any more documents signed under
2 oath that are not prepared carefully and pursuant to
3 procedures that are designed to minimize the risk of
4 false statements under oath.

5 Then there were some issues regarding the
6 disclosures to Roberts and Scibelli by Milberg and
7 Bernstein firms of their roles in other class actions
8 against Sonus. And if I read Mr. Scibelli's affidavit
9 right, he says in paragraph 6 that he knew approximately
10 two and-a-half years ago that the Bernstein firm was
11 counsel in the IPO litigation that involved Sonus. And
12 in April 2004, I contacted Bernstein regarding the Sonus
13 2 litigation. So the IPO litigation is in New York, and
14 the Sonus 2 litigation is before Judge Woodlock, is that
15 right?

16 MR. BERG: Yes, your Honor.

17 THE COURT: And paragraph 3C of my order asked
18 for any written records of such communications unless
19 some attorney/client privilege was asserted.

20 So Mr. Scibelli, if I read it right, is telling
21 me that sometime in 2002, if it was two and-a-half years
22 ago, he became aware of the Bernstein's firm's
23 involvement in the IPO class action.

24 Were there any documents relating to that?

25 MR. BERG: There are no documents from that,